

**REMARKS**

Reconsideration and allowance of the subject application are respectfully requested. Claims 1-8 are all the claims pending in the application. In response to the Office Action, Applicant respectfully submits that the claims define patentable subject matter.

Claims 1, 4, 5, 7, and 8 remain rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Suonvieri (U.S. Patent No. 6,445,919) in view of Senoh (U.S. Patent Application Publication No. 2002/0078178) and Schuetze et al. (U.S. Patent No. 6,101,320, hereafter “Schuetze”).

Claims 2 and 6 remain rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Suonvieri in view of Senoh and Schuetze and further in view of Lucas et al. (U.S. Patent Application Publication No. 2005/0278710, hereafter “Lucas”).

Claim 3 remains rejected under 35 U.S.C. § 103(a) as being unpatentable over Suonvieri in view of Senoh and Schuetze and further in view of Rubenstein et al. (U.S. Patent No. 6,757,373, hereafter “Rubenstein”). Applicant respectfully traverses the prior art rejections.

Independent claim 1 and analogous independent claim 5 recite in part:

identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format; and

dynamically switching from said used first data exchange format to said second identified data exchange format.

The Examiner acknowledges that Suonvieri does not teach or suggest these elements of the claims. The Examiner thus relies on Senoh and Schuetze to allegedly cure these conceded deficiencies. Applicant respectfully disagrees with the Examiner.

In the previous Office Action dated January 6, 2009, the Examiner asserted that Senoh teaches “identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format”, as recited in independent claim 1 and analogously recited in independent claim 5, and cited paragraph [0077] of Senoh as allegedly teaching this element of the claims.

In the previous Response filed on March 26, 2009, Applicant argued that Senoh does not identify a change in used data exchange format from a first used data exchange format to a second identified data exchange format as claimed. In Senoh, a content server 3 sends requested content to a relay server 2 in a first format. The relay server then converts the content received in the first format to a second format and sends the content in the second format to a user terminal (see paragraph [0029]). Accordingly, it appears that in Senoh, all of the content from the content server is converted to a format that is compatible with the user terminal. Therefore, the relay server 3 of Senoh does not identify a change in a data exchange format as required by the claims, but simply converts all of the data received in a first format to a second format.

In response, the Examiner merely repeats verbatim the teachings of paragraph [0077] of Senoh and asserts:

Senoh clearly disclose (sic) a mediation server (item 2), and identifying at said mediation server (item 2) a change in used data exchange format from a first data exchange format to a second identified data exchange format ([0077] **server 2 converts the format specification of the content from a first format to a second format if the format (first format specification) of the content stored on the content server 3 is not the same as the format (second format specification) required for viewing on the user terminal 1.**<sup>2</sup>

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<sup>2</sup> Page 2 of the Office Action

Applicant respectfully disagrees with the Examiner, and submits that the Examiner's position is based on a misinterpretation of the claims and the cited reference.

In an exemplary embodiment of the present invention, data is received at a generic mediation server (for example, server 231) from different network elements (for example, network elements 21 and 22). If there is a change in the data exchange format that was previously used by one of the network elements (an old data exchange format), the mediation server identifies that change in used data format from the first (used) data exchange format (the old data exchange format) to the second, identified data exchange format used by an Operation and Maintenance Center. Therefore, in the exemplary embodiment of the present invention, the mediation server switches from the old used data exchange format to the new identified data exchange format.

Applicant will illustrate the difference between the claimed invention and the cited reference in a different manner.

An exemplary embodiment of the invention deals with **three** different formats, for example, an old format used by a network element, (for illustration purposes - **f\_ne\_old**); a new format used by this network element, (for illustration purposes - **f\_ne\_new**), and a format used by an operation and maintenance center, (for illustration purposes - **f\_OMC**). First the mediation server translates between **f\_ne\_old** and **f\_OMC**. After the mediation server identifies a change of the format used by the network element from **f\_ne\_old** to **f\_ne\_new**, normally as a result of an update or replacement of the network element, this mediation server no longer translates between **f\_ne\_old** and **f\_OMC**, but between **f\_ne\_new** and **f\_OMC** and never reverts to translating between **f\_ne\_old** and **f\_OMC** (of course unless another change of the format used by the network element occurs).

Suonvieri and Senoh continuously translate between two formats, (for illustration purposes - **f\_A** and **f\_B**), (see for example paragraph [0077] in Senoh). Neither Suonvieri nor Senoh deal with such a **third** format.

In Senoh, content is sent from a content server 3 to a relay server 2 prior to being displayed on a user terminal 1. The relay server converts the first format to a second format if the first format is not the same as the format required for displaying the content on the user terminal. Therefore, in Senoh, a uniform format is transmitted through the relay server.

This clearly differs from the claimed invention. In the claimed invention, the mediation server does not convert the old used data exchange format to the new identified data exchange format. The new identified data format is received from the network element. The mediation server will then dynamically switch the data exchange format from the old data exchange format to the new identified data exchange format. Applicant respectfully submits that “identifying” a change in the used data format as claimed, does not equate to “converting” the format of the content as taught by Senoh.

Accordingly, Applicant respectfully submits that for at least this reason, independent claims 1 and 5 are allowable over the cited references.

Additionally, in the January 6, 2009 Office Action, the Examiner acknowledged that Suonvieri and Senoh do not teach or suggest “dynamically switching from said used first data exchange format to said second identified data exchange format”, as recited in claims 1 and analogously recited in claim 5. The Examiner thus relied on Schuetze to allegedly remedy this conceded deficiency.

In the previous Response, Applicant argued that this element of the claims cannot be examined in a vacuum. The claims require identifying a change in used data exchange format

from a first used data exchange format to a second identified data exchange format, and then dynamically switching from the used first data exchange format to the second identified data exchange format. Schuetze does not teach identifying a change from a first data exchange format to a second identified data exchange format, therefore Schuetze cannot teach dynamically switching from a first used data exchange format to the second identified data exchange format, as required by the claims.

In response, the Examiner again merely regurgitates the teaching of Schuetze as outlined in column 3, lines 22-35 of the reference. Nevertheless, Applicant again disagrees with the Examiner's position.

First, similar to the teaching of Suonvieri and Senoh, Schuetze does not dynamically switch from a used first data exchange format to a second identified data exchange format, as claimed. Schuetze merely teaches that when electronic mail is received in a sender's format from a sender organization, the recipient organization and the format of the recipient organization is determined, and the email is routed to an exchange means which can send the email to the recipient organization in the recipient's format (column 3, lines 36-47 of Schuetze). Further, Schuetze teaches that a gateway may convert emails into a recipient's format (column 5, lines 50-54).

Accordingly, Schuetze does not teach or suggest "dynamically switching from said used first data exchange format to said second identified data exchange format", as claimed. Schuetze, like Suonvieri and Senoh, converts received data to the format of the destination terminal.

Further, the Examiner has not provided any supportable objective reasoning why one of ordinary skill in the art would have been motivated to modify Suonvieri in view of Senoh and

Schuetze. The Examiner contends that it would have been obvious to combine Suonvieri and Senoh in order to “provide method (sic) for conversion to the desired format”,<sup>3</sup> and it would have apparently been obvious to combine Suonvieri, Senoh and Schuetze because “Suonvieri and Senoh fail to provide method for exchanging data between separate organizations which may use dissimilar data formats to receive and send data”.<sup>4</sup> However, Applicant finds the Examiner’s rationale for the motivation to combine the cited reference unclear.

Applicant respectfully submits that the Examiner’s stated rationale is severely flawed since Suonvieri already has a system for converting data or messages to a desired (uniform) format (see column 3, lines 38-42 of Suonvieri), and Senoh also teaches that a relay server converts data received in a particular format to the format that is viewable by a user terminal (paragraph [0059]). The Examiner’s stated rationale for the combination is clearly erroneous, and thus the motivations for combining the references cannot be legally sustained.

Accordingly, Applicant respectfully submits that independent claims 1 and 5 should be allowable because the cited references, alone or in combination, do not teach or suggest all of the elements of the claims. Claims 2-4 and 6-8 should also be allowable at least by virtue of their dependency on independent claims 1 and 5.

### *Conclusion*

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the

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<sup>3</sup> Page 4 of the Office Action.

<sup>4</sup> Pages 4-5 of the Office Action.

Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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